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Letter Contract No. NY-A-501

25 JUN 1957

The Ramo-Wooldridge Corporation  
Los Angeles 45, California

Gentlemen:

1. Introduction

An order is hereby placed with the Contractor for performing for the Government the work as set forth in Exhibit "A" which is attached hereto and hereby made a part hereof.

2. Direction to Proceed

Except as otherwise expressly provided to the contrary herein, the Contractor is directed, upon its acceptance of this order, to proceed immediately to procure the necessary materials, and to commence the performance of the work called for herein, and to pursue such work with all diligence to the end that the work will be accomplished.

3. Contract Clauses Incorporated by Reference:

(a) The provisions of the contract clauses set forth in the following paragraphs of the Armed Services Procurement Regulations in effect on the date hereof and the additional clauses which are made a part of this Letter Contract in Exhibit "A" are hereby incorporated into this Letter Contract by reference with the same force and effect as though herein set forth in full:

7-203.1 (Definition); 7-203.2 (Changes); 7-203.3 (Limitation of Cost); 7-203.4 (Allowable Cost, Fixed Fee and Payment); 7-203.5 (Inspection); 7-203.7 (Records); 7-203.8 (Subcontracts); 7-203.9 (Utilization of Small-Business Concerns); 7-203.10 (Termination); 7-203.11 (Excusable Delays); 7-203.12 (Disputes); 7-203.24 (Notice and Assistance Regarding Patent Infringement); 7-203.14 (Buy American Act); 7-203.15 (Convict Labor); 7-203.16 (Eight-Hour Law of 1912); 7-203.18 (Nondiscrimination in Employment); 7-203.19 (Officials Not to Benefit); 7-203.20 (Covenant Against Contingent Fees); 7-204.7 (Patent Rights); 7-203.21 (Government Property); 7-203.22 (Insurance Liability to Third Persons); 7-203.23 (Authorization and Consent);

9-112 (Reproduction and Use of Technical Data); 7-204.3 (Employment of Aliens); 7-204.6 (Filing of Patent Applications); 7-204.8 (Reporting of Royalties); 7-204.9 (Copyrights); 7-204.12 (Military Security Requirements); 7-203.17 (Walsh-Healey Public Contracts Act); 7-204.14 (Gratuities).

(b) Reference in any of the clauses enumerated in (a) above to contract prices or adjustments in contract prices and delivery schedules to the extent such are not specifically included in this Letter Contract, shall be inapplicable, except that any adjustments in amounts finally payable to the Contractor, or in time of performance required by such clauses, shall be made either at the time of settlement of the Contractor's termination claim or shall be taken into account at the time of execution of the definitive contract contemplated herein.

#### 4. Provision for Definitizing Contract:

By the Contractor's acceptance hereof, it undertakes, without delay to enter into negotiations with the Government looking to the execution of a definitive contract which will include the clauses enumerated above and all other applicable clauses then required by Federal Law, Executive Order, and applicable Procurement Regulations to be included in contracts for work of the kind herein described. The definitive contract will also contain a detailed delivery schedule and prices, terms and conditions as agreed to by the parties which may or may not be at variance with the provisions of this order. It is expected that such definitive contract will be executed prior to 31 August 1957 and will be a cost-plus-a-fixed-fee type.

#### 5. Authority to Obligate Funds and Subcontracts:

The Contractor is not authorized to expend or obligate, in furtherance of its performance hereunder, more than \$440,000 in the aggregate. No contract, regardless of the amount thereof, shall be made by the Contractor with any other party for furnishing any of the completed or substantially completed work herein called for, without the written approval of the Contracting Officer as to sources.

#### 6. Alterations:

The following alterations of this Letter Contract have been made prior to the execution thereof by the parties hereto:

In reference ASPR clause 7-203.7 (Records), delete the words, "Comptroller General of the United States" and substitute in lieu thereof "Comptroller of the Contracting Government Agency or his authorized representative".

7. The Contractor's acceptance of this order will be indicated by affixing its signature to the original and two copies thereof and returning the original and one executed copy to the Contracting Officer at the earliest practicable date. Such acceptance will constitute this order a contract on the terms set forth herein.

THE UNITED STATES OF AMERICA

STATINTL

By 

Contracting Officer

ACKNOWLEDGED AND ACCEPTED  
THIS 21 DAY OF June 1957

THE RAMO-WOOLDRIDGE CORPORATION

By 

STATOTHR

Title President

Letter Contract No. NY-A-501

EXHIBIT "A"

1. SCOPE OF WORK:

The Contractor shall furnish to the Government the following work and services:

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Est. Cost</u>
1	Monitoring System RWC-101 including the following: Receiver Junction Box Cable Kit Recorder	16	
2	Test Sets	2	
3	Instruction Books	100	
4	Spare Parts	2 Sets	
5	Engineering Service (4 man months)		
	Total Estimated Cost Plus Fixed Fee		<u>\$440,000</u>

Specification for the system shall be in accordance with Performance Specification No. P-5001 for RWC-101 (latest addition) except as follows:

The equipment shall be modified to provide an aural output for audio monitoring. Provision will also be made so that on signal lock-on the receiver will stay locked until released manually. This provision is to be in addition to the specified automatic operation.

Each set of spare parts shall include all nonstandard parts required to service 9 sets of equipment for a period of two years.

Engineering services shall include engineering assistance to the operating squadrons during the installation of the systems.

It is recognized that the above exceptions to Performance Specification No. P-5001 for RWC-101 were not considered in negotiating the estimated contract price stated herein. Consideration will be given to these exceptions in negotiating the definitive contract.

The Contractor agrees that it will exert all reasonable efforts to furnish and deliver the above items of work and services within the

time schedules to be prescribed by the Government.

2. PROGRESS PAYMENT:

The Contractor shall be entitled to progress payments hereunder based upon appropriate statements indicating costs incurred in behalf of the project up to 90% of the amount authorized for expenditure or obligation in Paragraph 5 of this letter contract.

3. PERIOD OF PERFORMANCE:

The period of performance hereunder shall commence on 20 June 1957 and shall be completed by 30 June 1958, unless further extended by appropriate amendment to this Letter Contract or the definitive contract which will replace this Letter Contract.

4. INDIRECT COSTS:

Indirect costs (overhead) to be applied to direct labor under this Letter Contract shall be in accordance with the principles and policies negotiated between the Contractor and the cognizant audit service of the Department of Defense for similar contract work.

5. SPECIAL SECURITY RESTRICTIONS:

The Contractor shall not reveal (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is permitted or directed to reveal such information by the Contracting Officer or his duly authorized representative for security matters.

6. AUDIT

Audit of costs hereunder shall be by the cognizant military audit agency, in accordance with security requirements which shall be agreed upon between the Contractor and the Contracting Officer.